### **INVITATION TO BID**



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY RELAY: 711

Days, Net

| Date Advertised:                                     | April 8, 2004<br>ITB T | itle:          | TRANSMISSION I      | REPAIR SEI  | RVICES                                  |   |
|--|------------------------|----------------|---------------------|-------------|---|---|
|  | ITB Numb               |                | IT12676-AAB         | TEI AII OLI | *************************************** |   |
|  |                        |                | April 27, 2004- 2:0 | 00 P.M.     |   |   |
|  | _                      | ver:           | Amon Billups, amor  |             | okc.gov. (206                           | i) 263-4270   |
|  | •                      | ,              | SERVICE REQUIRE     |             |   | ,   |
| Furnishing vehicle trar<br>Invitation to Bid (ITB) i |                        |                |                     |             | with the follo                          | owing and the attached  |
| NO PRE-BID CONFER                                    | RENCE                  |                |                     | King Count  | y Procuren<br>Exchar<br>Se              | l ONLY be received by:<br>nent Services Section<br>nge Building, 8 <sup>th</sup> Floor<br>821 Second Avenue<br>attle, WA 98104-1598<br>s: 8:00 a.m 5:00 p.m.<br>Monday - Friday |
| BIDDERS MUST (                                       | COMPLETE A             | ND             | SIGN THE FOR        | M BELOV     | V (TYPE                                 | OR PRINT)   |
| Company Name   |                        |                |                     |             |   |   |
| Address  |                        |                |                     |             | City / State /                          | Postal Code   |
| Authorized Representative / Title Signa              |                        | ature          |                     | Phone       | Fax                                     |   |
| Company Contact / Title Ema                          |                        | il             |                     | Phone       | Fax                                     |   |
| Delivery guaranteed: ☐ Yes ☐ No Days                 |                        | s after order: |                     | Prompt Pay  | ment Discount Terms:                    |   |

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

| NAME OF OFFEROR: | Bid No. | ITIT12676-AAB |
|------------------|---------|---------------|
|                  | Page 2  |               |

#### SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS

#### 1-1 EXPLANATION TO OFFERORS

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

#### 1-2 SUBMISSION OF OFFERS

- A. The **original and (1) copy(s)** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

#### 1-3 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

#### 1-4 LATE OFFERS

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

| NAME OF OFFEROR: $\_$ | Bid No. I | TIT12676-AAB |
|-----------------------|-----------|--------------|
|                       | Page 3    |              |

#### 1-5 PREPARATION OF OFFERS

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.
- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### 1-6 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### 1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

| NAME OF OFFEROR: _ | Bid No. I | TIT12676-AAB |
|--------------------|-----------|--------------|
|                    | Page 4    |              |

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

#### 1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

#### 1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <a href="http://www.metrokc.gov/finance/procurement">http://www.metrokc.gov/finance/procurement</a>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential bidder. Each bidder bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

| NAME OF OFFEROR: $\_$ | Bid No. | ITIT12676-AAB |
|-----------------------|---------|---------------|
|                       | Page 5  |               |

#### 1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

#### **1-11 TAXES**

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site1, or directly from the Internal Revenue Department web site2, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### 1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

<sup>1</sup> The King County's web site is located at: <a href="http://www.metrokc.gov/finance/procurement/suppliers/forms.asp">http://www.metrokc.gov/finance/procurement/suppliers/forms.asp</a>

The Internal Revenue Service web site is located at: http://www.irs.gov/

| NAME OF OFFEROR: $\_$ | Bid No. IT | TT12676-AAB |
|-----------------------|------------|-------------|
|                       | Page 6     |             |

#### 1-13 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### 1-14 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods *may* be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

#### 1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### 1-16 INSURANCE

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

#### 1-17 INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the

| NAME OF OFFEROR: $\_$ | Bid No. ITI | T12676-AAB |
|-----------------------|-------------|------------|
|                       | Page 7      |            |

"SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

#### 1-18 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

#### 1-19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

#### 1-20 CONTINGENT FEE

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

#### 1-21 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

#### 1-22 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

#### 1-23 ENVIRONMENTAL PURCHASING POLICY

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 8                |

#### 1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 9                |

#### SECTION 2 - BIDDER QUALIFICATIONS, BID EVALUATION, AND AWARD

#### 2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

#### 2-2 QUALIFICATIONS

To be eligible for award, offerors must be a bona fide franchised dealer, manufacturer, or authorized service, repair and sales facility (if authorization is required) for the transmissions within this solicitation, must possess all permits and licenses necessary to operate and conduct business in the State of Washington as well as King County, and must posses the experience, expertise, personnel, and all equipment necessary to carry out the terms and conditions of the contract.

#### 2-3 REFERENCES

List the names and addresses of four (4) customers, for whom the offeror has provided similar services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.** 

| Company Name    | 1. | <br>_ 2. |  |
|-----------------|----|----------|--|
| Company Address |    |          |  |
| Company Phone   |    |          |  |
| Contact Person  |    |          |  |
| Dates           |    |          |  |
|                 |    |          |  |
| Company Name    | 3. | <br>4.   |  |
| Company Address |    |          |  |
| Company Phone   |    |          |  |
| Contact Person  |    |          |  |
| Dates           |    |          |  |

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 10               |

#### 2-4 EVALUATION

- A. Offers determined to have met all requirements stated will be evaluated on the basis of price using the method below. The estimated quantities listed on the price sheets will be used for evaluation purposes only. King County shall not be bound to purchase any or all services contained within this ITB.
  - The overhaul prices submitted for both soft and hard parts will be multiplied by the estimated quantity assigned to each item to arrive at a " total price" for **Overhauls**. The **Diagnostic Fee** and the **Shop Labor Rate** will be evaluated based upon the individual price and rate submitted.
  - 2. The maximum award points assigned to each category listed above are as follows:
    - 50 points awarded for the lowest total **Overhaul** price.
    - 15 points awarded for the lowest **Diagnostic Fee**.
    - 35 points awarded for the lowest **Shop Labor Rate/hr**.
    - 5 points awarded for the highest 20-day min., prompt payment discount offered
  - 3. All offerors will receive a proportionate score based on the following formula:
    - "LOW OFFEROR'S PRICE" divided by "NEXT LOW OFFEROR'S PRICE" multiplied by "ASSIGNED POINTS FOR THE CATEGORY".
  - 4. The scores derived from each category will be summed to arrive at a total score for each bidder.
  - 5. King County will use prompt payment discount terms in the evaluation of this ITB, however, discounts of less than twenty (20) days will not be considered. The minimum acceptable payment terms by King County without a twenty (20) day discount shall be NET 30 days. State payment terms below.

| % - | DAYS. NET |
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6. The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

#### 2-5 AWARD

Award will be made to the firm deemed lowest responsive, responsible offeror with the highest score after application of the 5% incentive, if eligible.

| NAME OF OFFEROR: $\_$ | Bid No. I | TIT12676-AAB |
|-----------------------|-----------|--------------|
|                       | Page 11   |              |

#### **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

#### 3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data *must* be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at: <a href="http://www.metrokc.gov/finance/procurement/suppliers/forms.asp">http://www.metrokc.gov/finance/procurement/suppliers/forms.asp</a>

#### 3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

#### 3-3 LABOR HARMONY

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

#### 3-4 DOMESTIC PARTNER BENEFITS (Non-Discrimination in Benefits)

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form. The DPB

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 12               |

Ordinance and Declaration Form are available online at <a href="https://www.metrokc.gov/finance/procurement/forms.asp">www.metrokc.gov/finance/procurement/forms.asp</a>

#### 3-5 DISABILITY ASSURANCE COMPLIANCE (504/ADA)

All King County contractors providing programs, services, or activities to the public shall comply with Section 504 of the Rehabilitation Act of 1973, As Amended, and the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities.

In accordance with King County code 4.16.060(D) the successful offeror shall complete and return all required 504/ADA Self-Evaluation and Assurance of Compliance forms prior to award of a contract. Copies of these forms are available from our website

<u>http://www.metrokc.gov/finance/procurement/documents/U 027 504 ADA Compliance.doc</u>, or by contacting the above named buyer.

#### 3-6 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

#### 3-7 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

#### 3-8 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

#### 3-9 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

#### 3-10 USAGE REPORTS

Annually, the Contractor shall furnish to the Procurement Services Section usage reports showing a summary of the ordering and/or history of each county agency for the previous contract year. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, county agency, and total dollars per agency. King County reserves the right to request additional information, if required, when reviewing contract activity.

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 13               |

#### 3-11 FTA REQUIREMENTS

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

#### 3-12 INDEMNIFICATION AND HOLD HARMLESS

A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. <a href="https://doi.org/10.25/10.25/">The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit <u>exception</u> which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby <u>waives</u>, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition <u>King</u> County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or <u>termination</u> of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

#### 3-13 TERMINATION

#### A. <u>Termination for Convenience</u>

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### B. <u>Termination for Default</u>

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

#### C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 15               |

D. The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

| NAME OF OFFEROR: $\_$ |   | Bid No. | ITIT12676-AAB |
|-----------------------|---|---------|---------------|
|                       | F | Page 16 |               |

#### SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS

#### 4-1 CONTRACT VALUE

The estimated annual value of this contract is approximately \$30,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any services contained within this ITB.

#### 4-2 CONTRACT DURATION/ EXTENSION

The contract period shall be one (1) year from the date of award of this ITB. King County may extend the contract period for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County.

#### 4-3 PRICE REVISIONS

#### A. Service Rate:

Rates submitted shall remain firm for the duration of the contract period. Reasonable rate changes based on market conditions and price/cost analysis may be made after the initial contract period. Requests for any such change shall be made in writing to the Procurement & Contract Services Section office, and submitted thirty days prior to the end of the current contract period. The contractor shall supply documentation satisfactory to King County to justify the rate change request, such as a copy of the Consumer Price Index (CPI-W). King County will evaluate this information to determine if the pricing is considered fair and reasonable to the satisfaction of King County. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

#### B. Parts:

- 1. Parts prices submitted shall be the maximum allowed during the contract period except as follows:
- 2. All price reductions at the <u>manufacturer's</u> or <u>distributor's</u> level shall be reflected in a reduction of the contract price(s) charged to King County retroactive to the effective date of the price change.
- 3. In the event of a price increase at the <a href="manufacturer's">manufacturer's</a> level during the contract period, the Contractor may request a price change, in writing, not to exceed the exact amount of the manufacturer's price increase. The request must include adequate documentation to justify the price change request, such as a copy of the manufacturer's price change notice or a letter from the manufacturer showing the amount of the price increase. The Contractor shall give the County at least fifteen (15) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.
- C. King County will not be bound by prices contained in any invoice that are higher than those authorized by King County in the form of a contract change order. If prior acceptance of the higher price has not been authorized by King County, the invoice may be rejected and returned to the Contractor for correction.
- D. Failure to provide the requested documentation to support a price change request shall not impact the ordering or delivery of any item or service associated with the contract.

NAME OF OFFEROR: \_\_\_\_\_\_Bid No. ITIT12676-AAB
Page 17

#### 4-4 MAINTENANCE OF RECORDS/AUDITS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractor receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

#### 4-5 INSURANCE

A. By the date of execution of the Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by the Contractor or sub-contractor. The Contractor may furnish separate certificates of insurance and policy endorsements from each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to

| NAME OF OFFEROR: | Bid No. ITIT12676-AAE |
|------------------|-----------------------|
|                  | Page 18               |

have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

#### B. For All Coverages:

- Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.
- 2. Minimum scope of insurance coverage shall be at least as broad as:
  - a). Garage Liability:

To include all coverage reflected in Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY.** Policy must include Products-Completed Operations and Contractual Liability

b). Garage Keepers Legal Liability:

Primary Physical Damage coverage to include all vehicles in their care, custody and control.

c). Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Auto insurance shall apply on a Primary basis for County vehicles being driven by the Contractor, his agents and employees.

d). Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

e). Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

3. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

- a). Garage Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- b). Garage Keepers Legal Liability: \$ 20,000 times the number of County vehicles on premises
- c). Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 19               |

- d). Workers' Compensation: Statutory requirements of the State of residency.
- e). Employers' Liability or "Stop Gap" coverage: \$ 1,000,000
- 4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

5. Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

- a). All Liability Policy(s): (Except Workers Compensation)
  - 1) The County, its officers, officials, employees, and agent are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
  - 2). The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
  - 3). The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- b). All Policies:
  - 1). Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.
- 6. Acceptability of Insurers
  - a). Unless otherwise accepted by the County:
    - 1). Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
    - 2). If at any time of the foregoing policies fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

#### 7. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

| NAME OF OFFEROR: _ | Bid No. ITIT12676-AAB |
|--------------------|-----------------------|
|                    | Page 20               |

#### 8. Sub-contractors

The Contractor shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

| NAME OF OFFEROR: _ | Bid No. ITIT12 | 2676-AAE |
|--------------------|----------------|----------|
|                    | Page 21        |          |

#### **SECTION 5 - TECHNICAL SPECIFICATIONS**

#### 5-1 GENERAL

The purpose of this Invitation to Bid (ITB) is to establish a contract for the repair and/or overhaul of vehicle transmissions, as requested by King County DOT, Fleet Administration, ER&R Division. The contract period shall be for one (1) year from the date of award of a contract.

#### 5-2 MANDATORY REQUIREMENTS

Each item in this section describes a **Mandatory requirement** or condition that must be satisfied. Offerors shall be disqualified for failure to agree to any of these mandatory items. Failure to comply with any requirements after contract award may result in cancellation of the contract. King County reserves the right to inspect the successful bidders site to insure compliance with these conditions. All response times stated within this ITB are measured from the County's initial call for service.

- A. All overhaul prices shall include removal, replacement, and changing torque converters.
- B. All overhaul prices shall include towing or pickup and delivery when required. Vehicles may require towing from anywhere in King County and it must be available 24 hours a day, 7 days per week.
- C. A maximum of two (2) working days turn-around for repair or overhaul of any transmission is required. The Contractor must have inventory on hand or inventory to draw from to meet this repair time requirement.
- D. Transmissions shall be overhauled in accordance with the latest manufacturer's specifications and updates.
- E. A statement of service upon completion of each repair/overhaul must be provided to include at a minimum the following:

Date and Time of initial call for service

Vehicle pickup location and pickup time

Vehicle Year, Make, Model, License No. or County Equipment No.

Time spent on service (if service is based upon time and materials)

Description of service

List of parts replaced

Additional charges, if applicable

- F. All parts must be new or fully reconditioned and be of equivalent quality. Used parts are unacceptable.
- G. The contractor shall guarantee that parts prices will be as low as such parts are sold to any other user and that, if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user, effective with the date of such price reduction or increase to the general trade.
- H. The Contractor must currently be in the business and have prior successful experience repairing and overhauling transmissions built by the major vehicle manufacturers (GM, Chrysler, Ford).

I. The Contractor must have enough full time service technicians on staff to meet stated response times and service King County. Service technicians must have been trained and/or certified for

| NAME | E OF C | OFFEROR:Bid No. ITIT12676-AA  | ιB          |
|------|--------|---|-------------|
|      |        | Page 22   |             |
|      |        | equipment worked upon.  |             |
|      | J.     | All repairs/overhauls shall be warranted for a period of (36) months with 36,000 minimum Warranty shall include parts and labor.                      | miles.      |
|      | K.     | The Contractor shall bear sole responsibility for loss or damage to County equipment while care, custody or control, both on and off County premises. | le in their |
|      | L.     | The Contractor shall provide a toll free contact telephone number and a local account ma  | nager.      |
|      |        | Contact Name: Telephone No:   |             |
| 5-3  | OP.    | PTIONAL SERVICES  |             |
|      | A.     | . Is your business factory authorized to perform warranty work? If yes, state which manufacturer(s).  |             |
|      |        | YES:  |             |
|      |        | NO:   |             |

B. If a bidder has additional options or services, not requested, and feel they may be beneficial to the County, the bidder may submit such options or services as an appendix to their response to this ITB, but they **WILL NOT** be included in the evaluation.

#### **SECTION 6 - PRICING**

State the overhaul price(s) for of the items listed below. If a transmission is not available in all configurations listed, offerors shall provide a price for the available configuration(s), and "NA" for each that is non-applicable. For both soft and hard parts overhaul, prices shall include torque converter, removal and installation. **Failure to provide a price for every item listed shall result in disqualification of the bidder.** King County shall not be bound to purchase any services listed.

| ITEM<br>NO.  | PRODUCT DESCRIPTION                          | MODEL<br>NO.   | EST<br>QTY | UNIT<br><u>PRICE</u> |
|--|--|----------------|------------|----------------------|
| Soft Par   | ts Overhaul for the following vehicle transi | missions:      |            |                      |
| 1.   | Chrysler                                     | A670           | 1          | \$/ea                |
| 2.   | Chrysler                                     | A604           | 1          | \$/ea                |
| 3.   | Chrysler                                     | A604/4WD       | 3          | \$/ea                |
| 4.   | General Motors                               | 4L60E          | 3          | \$/ea                |
| 5.   | General Motors                               | 4L60E/4WD      | 3          | \$/ea                |
| 6.   | General Motors                               | 4L80E          | 6          | \$/ea                |
| 7.   | General Motors                               | 4L80E/4WD      | 6          | \$/ea                |
| 8.   | Ford   | 4R70W          | 7          | \$/ea                |
| 9.   | Ford   | 4R100          | 3          | \$/ea                |
| 10.  | Ford   | F4AEL(4EAT)    | 2          | \$/ea                |
| 11.  | Ford   | AOD-E          | 3          | \$/ea                |
| 12.  | Ford   | AOD-E/4WD      | 3          | \$/ea                |
| 13.  | Ford   | AXOD-E         | 1          | \$/ea                |
| 14.  | Ford   | AX4N           | 3          | \$/ea                |
| 15.  | Ford   | AX4N Non-V8/V8 | 3          | \$/ea                |
| 16.  | Ford   | E40D           | 2          | \$/ea                |
| 17.  | Ford   | E40D/4WD       | 3          | \$/ea                |
| 18.  | Ford   | AX4S           | 1          | \$/ea                |
| 19.  | Ford   | 5R55E          | 1          | \$/ea                |
| Hard Parts Overhaul for the following vehicle transmissions: |  |                |            |                      |
| 20.  | Chrysler                                     | A670           | 1          | \$/ea                |
| 21.  | Chrysler                                     | A604           | 1          | \$/ea                |
| 22.  | Chrysler                                     | A604/4WD       | 3          | \$/ea                |
| 23.  | General Motors                               | 4L60E          | 5          | \$/ea                |
| 24.  | General Motors                               | 4L60E/4WD      | 5          | \$/ea                |

| NAME OF OFFEROR:   |   |                | Bid No. ITIT12676-AAB<br>Page 24 |                      |
|--------------------|---|----------------|----------------------------------|----------------------|
| ITEM<br><u>NO.</u> | PRODUCT DESCRIPTION   | MODEL<br>NO.   | EST<br>QTY                       | UNIT<br><u>PRICE</u> |
| 25.                | General Motors  | 4L80E          | 5                                | \$/ea                |
| 26.                | General Motors  | 4L80E/4WD      | 3                                | \$/ea                |
| 27                 | Ford  | 4R70W          | 6                                | \$/ea                |
| 28.                | Ford  | 4R100          | 2                                | \$/ea                |
| 29.                | Ford  | F4AEL(4EAT)    | 3                                | \$/ea                |
| 30.                | Ford  | AOD-E          | 3                                | \$/ea                |
| 31.                | Ford  | AOD-E/4WD      | 3                                | \$/ea                |
| 32.                | Ford  | AXOD-E         | 1                                | \$/ea                |
| 33.                | Ford  | AX4N           | 3                                | \$/ea                |
| 34.                | Ford  | AX4N Non-V8/V8 | 3                                | \$/ea                |
| 35.                | Ford  | E40D           | 2                                | \$/ea                |
| 36.                | Ford  | E40D/4WD       | 2                                | \$/ea                |
| 37.                | Ford  | AX4S           | 3                                | \$/ea                |
| 38.                | Ford  | 5R55E          | 3                                | \$/ea                |
| 39.                | Diagnostic Fee (shall include at minimum):<br>Check fluid level and condition, road test of vacheck of external controls, scan computer, so Inspection, kwik test (if needed) |                |                                  | \$/ea                |
| 40.                | Shop Labor Rate   |                |                                  | \$/hr                |

#### OPTION:

| 41. | State the price, duration and terms of all extended warranties available |         |
|-----|--|---------|
|     | beyond the required 3 year/36,000 mile                                   | \$<br>_ |

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 25               |

## **Domestic Partner Benefits Declaration Form**



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8<sup>th</sup> Floor
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at <a href="https://www.metrokc.gov/finance/procurement/forms.asp">www.metrokc.gov/finance/procurement/forms.asp</a>.

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

| Signature  |  | <del></del>                |  |  |  |
|--|--|----------------------------|--|--|--|
| E-mail Ad  | dress  | Phone                      | Fax  |  |  |
| Street Address   |  | City                       | / State / Postal Code                          |  |  |
| Company  | Name   |                            |  |  |  |
|  | Registered under the City of Sea CH.20.45).                    | attle's "Equal Benefits Co | ompliance" Code (SMC                           |  |  |
| Has no employees.  |  |                            |  |  |  |
| Does not make benefits available to the spouses or the domestic partners of its employees. |  |                            |  |  |  |
|  | Makes benefits available on an employees with domestic partner |                            | al basis to its employees with spouses and its |  |  |
| Check all t  | that apply:  |                            |  |  |  |
|  |  |                            |  |  |  |

| NAME OF OFFEROR: | Bid No. ITIT12676-AAB |
|------------------|-----------------------|
|                  | Page 26               |



# ATTACHMENT A INVITATION TO BID IT12676-AAB KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

#### **Application of the 5% Incentive Factor and Contract Award:**

- 1. This contract will be awarded to the lowest responsive, responsible bidder; <u>provided</u>, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.
- 2. All certified SEDB bidders must complete the information in the section for <u>Bidder Identification</u> as described in the front page of this Invitation To Bid and the certification information below.

| 3. | <ol> <li>Check if firm submitting Bid is a Small Economically Disadvantaged Business Er<br/>certified by King County that will perform the entire contract unassisted.</li> </ol> |                           |  |  |
|----|---|---------------------------|--|--|
| Ī  | Name of SEDB Business   | SEDB Certification Number |  |  |

Contact Person Name and Phone Number

H\\proc\comm\kanciani\misc\SEDB ITB Contracting Ops

Owner Signature

NAME OF OFFEROR: \_\_\_\_\_\_Bid No. ITIT12676-AAB
Page 27

#### **BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

